

Board of County Commissioners Agenda Request

Date of Meeting: September 20, 2016

Date Submitted: September 7, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Jeffrey A. Price, Sr. Management & Budget Analyst

Subject: Transportation Agreement Between the Gadsden County Board of County Commissioners and Big Bend Transit Inc. to Provide the Quincy Shuttle Bus Service from October 1, 2016 through September 30, 2017

Statement of Issue:

This agenda item seeks Board approval of the Quincy Shuttle Service between Gadsden County BOCC and Big Bend Transit and authorization for the Chairperson to sign.

Background:

Gadsden County, in partnership with the Florida Department of Transportation and Big Bend Transit, Inc. received a grant to fund the Gadsden Connector, which is a weekday transit service that operates Monday through Friday and provides service between Chattahoochee, Greensboro, Gretna, Quincy, and Havana.

The shuttle provides service along a fixed route within the City of Quincy. Service has been provided to the residents of Quincy for several years with several interruptions due to lack of funding and ridership. The County has an agreement running from October 1, 2015 through September 30, 2016 at a rate of \$3,700 per month less fares collected.

Analysis:

This agreement has been reviewed and revised by the County Attorney and is acceptable with Big Bend Transit, Inc.

Fiscal Impact:

The County would fund the Quincy Shuttle beginning October 1, 2016 through September 30, 2017 at a cost of approximately \$44,400 (\$3,700 times 12 months) less expected annual fares collected of \$4,800, total \$39,600.

The County has \$40,000 the in FY17 budget for the Quincy Shuttle.

Options:

1. Approval of the Transportation Agreement Between the Gadsden County Board of County Commissioners and Big Bend Transit Inc. to Provide the Quincy Shuttle Bus Service from October 1, 2016 through September 31, 2017 and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Agreement for Public Bus Transportation Services (2 copies)

**AGREEMENT FOR PUBLIC BUS TRANSPORTATION SERVICES
FOR GADSDEN COUNTY RESIDENTS**

THIS CONTRACTOR AGREEMENT, made this _____ day of _____ in the year 2016, by and between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "the Agency"), and Big Bend Transit, Inc., (hereinafter referred to as "BBT") and the County agrees, that the relationship of the BBT to the Agency under this agreement continues to be that of Independent Contractor.

NOW, THEREFORE, in consideration of their mutual promises and covenants and other good and valuable considerations, the parties hereto agree that Public Bus Transportation Services shall be furnished by BBT upon the following terms and conditions.

1. BBT agrees to operate the Gadsden County "In-Town" bus shuttle service five days per week Monday through Friday from 7:30 AM to 2:30 PM (seven hours) except on the following days: Thanksgiving, Christmas, New Year and Martin Luther King, Jr., for the purpose of providing a fixed-route mass transit service to the citizens of Quincy . BBT shall provide one (1) bus and one (1) backup vehicle for this shuttle service. BBT will maintain such buses in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers will be appropriately licensed, competent, responsible individuals and shall be employees of BBT.
2. These buses shall meet the requirements of all Federal, State, County and Municipal laws, statutes, ordinances, rules and regulations which are applicable to and enforceable in Gadsden County, Florida.
3. BBT agrees to furnish at its expense all labor, parts and other materials required for the operation of the buses, including drivers, maintenance, repairs, gasoline, oil and other motor fuel and lubricants.
 - A. BBT shall keep its buses in good and safe mechanical condition at all times in accordance with standards established by statute, lawful authority and Agency.
 - B. BBT shall keep its buses in clean and sanitary condition at all times that they are being used.
4. BBT shall provide the Agency with BBT's Federal Tax Identification

Number. All drivers and others engaged in the operation of the BBT's buses shall be employees of BBT. BBT shall carry adequate Workmen's Compensation Insurance and cause a certificate of such insurance to be forwarded by the insurance carrier to the Agency, indicating that the policy is not subject to cancellation, non-renewal or reduction in coverage. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between BBT and Agency.

- A. All drivers shall be qualified and licensed under State law to drive a bus and drivers shall be employed or continued in employment by BBT.
 - B. BBT shall be responsible for compliance by its drivers with all state and local laws, statutes, rules and regulations. BBT shall provide bus drivers who exercise acceptable control and respect of the riding public at all times during transportation.
 - C. Drivers shall observe the highest possible standards of safe driving at all times and strictly comply with the rules of the road and all provisions of the Florida Motor Vehicle Laws.
5. BBT agrees to collect, store daily ridership data and to provide the Agency with that information on a monthly basis.
- A. BBT agrees not to deviate from the designated fixed routes without the consent of the Agency or its duly designated representatives, who may designate stops to be made and time schedule of buses. The Agency reserves the right to change bus routes after consultation with BBT. The Agency will also provide BBT with no less than one weeks' notice (7 days) of any route changes. The Agency will provide BBT in writing any route changes which have been previously agreed upon by Agency representatives of Gadsden County.
6. The cost of operating the Quincy In-Town-Bus shuttle is \$3,700.00 per month. The fare to be paid by riders is \$1.00, which may be decreased or increased, by the Agency, from time to time. The Agency agrees to pay BBT the monthly the amount of \$3,700.00 less the sum of the fares collected from the riders during that month.
7. BBT will bill the Agency for services at the Gadsden County Board of County Commissioners, Post Office Box 1799, Quincy, Florida, 32353. Each monthly bill shall be in the amount of \$3,700.00 less the sum of the

fares collected from the riders during the month and shall clearly show the number of riders during the month. Payment in full will be paid within thirty (30) days and not later than forty-five (45) days of billing.

8. BBT shall procure and maintain the insurance identified below during the terms of this Agreement:
 - (a) Applicable workers' compensation insurance (or the equivalent) in accordance with the laws of the State of Florida, covering all employees who are to provide service under this Agreement. (See b) BBT hereby indemnifies and holds the Agency harmless from any claims that might arise as a result of BBT's failure to obtain and keep, in full force and effect, adequate workers' compensation insurance.
 - (b) BBT shall provide commercial general automobile liability coverage for bodily injury and property damage with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for each accident. Any exclusions or amendments to the policy must be disclosed to the Agency. BBT shall supply the Agency with the above proof of insurance as required upon the signing of this Agreement, but the Agency's failure to demand such proof shall not waive the Agency's rights to such coverage as specified herein. BBT agrees to provide the Agency with Certificate of Liability Insurance naming the Agency as an Additional Insured in Regard to Liability as required by written contract. BBT hereby indemnifies and holds the Agency harmless from any claims that might arise as a result of BBT's failure to obtain and keep, in full force and effect, adequate liability insurance.
9. BBT shall indemnify, defend, and hold the Agency, its affiliates, officials, boards, members, employees, agents, guests, and assigns harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs, and expenses, including reasonable and actual attorneys' fees sustained or incurred by or asserted against the Agency by reason of, or arising out of, any services provided under this Agreement and any negligence or breach of duty related thereto by BBT or any of its employees. Nothing in this section shall be construed or interpreted as a waiver of sovereign immunity beyond the applicable waiver provided by Florida law.
10. This agreement shall be for a term of twelve (12) months from October 1, 2016 to September 30, 2017. The performance of the terms of this Agreement by the BBT shall at all times be subject to the approval of the

Agency and The Agency may terminate this Agreement for inadequate performance or breach of this Agreement by the BBT or any of its employees by giving thirty (30) days written notice to BBT

11. Either the Agency or BBT may terminate this agreement for any reason upon notice in writing to the other party at least thirty (30) calendar days prior to termination.
12. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Agency and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.
13. By entering into this contract, the Agency and its officials, board members commissioners do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this contract modifies and / or waives any provision of the sovereign immunity statutes.
14. This Agreement and the performance thereof shall be governed, interpreted, construed, enforced and regulated by the laws of the State of Florida applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of law. Venue for all actions arising under this Agreement shall lie in Gadsden County, Florida.
15. This Agreement shall be binding upon the parties. In the event of such early termination, all contract fees and charges incurred through the effective date of the termination shall be payable in accordance with the terms of this Agreement.
16. BBT shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Gadsden County or the State of Florida or the United States of America. Should BBT, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

BBT shall be responsible for obtaining and maintaining all permits required pursuant to the laws of Gadsden County or the State of Florida

or the United States of America.

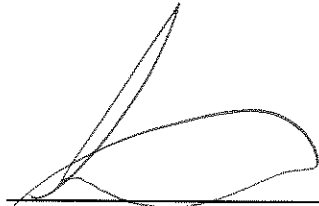
17. This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.
18. BBT agrees:
 - a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement.
 - b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
 - c. Upon completion or termination of the agreement and at the request of the County, BBT will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified above.
 - d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
 - e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 - f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
19. BBT agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of BBT which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following

such evaluation, the County will deliver to BBT a written report of its findings and will include written recommendations with regard to BBT's performance of the terms and conditions of this agreement. BBT will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. BBT's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) BBT being deemed in breach or default of this agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

20. Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.
21. Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
22. In accordance with Section 287.133, Florida Statutes, BBT hereby certifies that to the best of its knowledge and belief neither BBT nor its affiliates have been convicted of a public entity crime.
23. The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully appropriated and expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS
on the date first written above:

BIG BEND TRANSIT, INC.



Shawn Mitchell, General Manager

GADSDEN COUNTY, FLORIDA, a
political subdivision of the State of
Florida, acting by and through its duly
authorized BOARD OF COUNTY
COMMISSIONERS

BRENDA HOLT, Chairperson

Date